

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: MARCH 15, 2006

Division: TDC

Bulk Item: Yes X No

Department:

Staff Contact Person: Maxine Pacini

AGENDA ITEM WORDING:

Approval to advertise a Request for Proposals for Advertising Services for Monroe County Tourist Development Council.

ITEM BACKGROUND:

Current Agreement expires on September 30, 2006.
TDC to approve same at their meeting of March 2, 2006

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

New Request for Proposal

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$

BUDGETED: Yes X No

COST TO COUNTY: \$

SOURCE OF FUNDS: TDC

REVENUE PRODUCING: Yes X No **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:


(Lynda Stuart)

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

**MONROE COUNTY BOARD OF COUNTY
COMMISSIONERS
REQUEST FOR PROPOSALS
ADVERTISING AGENCY**

MONROE COUNTY TDC

Mr. Michael Ingram, Chairman
Mr. Matthew Babich
Mr. Todd Firm
Ms. June Helbling
Mayor Charles "Sonny" McCoy
Mayor Morgan McPherson
Mr. Robert Padron
Mr. Scott Simmons
Ms. Christina Weinhofer

Marketing Director
Harold Wheeler

All responses submitted to this solicitation should be addressed to and received no later than 3:00 p.m.
May 2, 2006 at:

Purchasing
Monroe County, Florida
1100 Simonton Street, 1st Floor, Room 1-213
Key West, Florida 33040

Attention: REQUEST FOR PROPOSALS: ADVERTISING AGENCY

NOTICE OF CALLING FOR PROPOSALS

NOTICE IS HEREBY GIVEN TO PROSPECTIVE RESPONDENTS that on May 2, 2006 at no later than 3:00 p.m. The Monroe County Purchasing Office will receive sealed Proposals for the following:

Request for Proposals – Professional Advertising Agency Services For Monroe County Tourist Development Council

Specifications and Proposal Documents may be requested from DemandStar by Onvia by calling 1-800-711-1712 or by going to the website at www.demandstar.com. All questions pertaining this solicitation regarding the Request for Proposal should be directed to the Administrative Office of the TDC, (305) 296-1552. Any addenda to this Request for Proposals (RFP) shall be distributed to vendors on the list of Demandstar distributees for this RFB.

All Proposals must be received by the Monroe County Purchasing Office on or before 3:00 p.m. on May 2, 2006. No waivers shall be allowed for responses which have not been submitted to the COUNTY Purchasing Department by 3:00 p.m. on the deadline date.

Respondents must submit two (2) signed originals and thirteen (13) complete copies of each response in a sealed envelope clearly marked on the outside: "Sealed Proposal for Request for Proposals for advertising agency services for Monroe County Tourist Development Council", addressed and delivered to:

Purchasing Office, 1100 Simonton Street, Room 1-213, Key West, Florida 33040

All responses must remain valid for a period of ninety (90) days. The Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Section 287.133(3)(d), FS (1997).

Contract award will be by the Monroe County Board of County Commissioners to the entity whose response is deemed by the BOCC, upon recommendation of the Monroe County TDC, to be in the best interest of Monroe County .

Dated at Key West, Florida, this _____ day of _____, 2006.

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**SECTION ONE
INSTRUCTION TO RESPONDENTS**

1.01 DESCRIPTION

The Respondent awarded a Contract shall provide Advertising services for the Monroe County Tourist Development Council (TDC). The Contract will provide for the Advertising Agency to act as a Provider to the Monroe County TDC. (TDC) that shall provide services as outlined within Specifications in section III of this RFP.

1.02 COPIES OF PROPOSAL DOCUMENTS

- A. Only complete sets of Proposal Documents will be issued and shall be used in preparing responses. The COUNTY does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of Proposal Documents may be obtained in the manner and at the location stated in the Notice of Calling for Proposals.

1.03 PROPOSAL REQUIREMENTS

The two (2) original responses, marked "Original" and thirteen (13) copies marked "Copy" [fifteen (15) complete packages] of the Proposal must be received.

1.04 DISQUALIFICATION OF RESPONDENTS

- A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a Proposal in response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Respondents, the Proposal of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future Proposals for the same work.
- B. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or perform work as a contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- C. **DRUG-FREE WORKPLACE FORM:** Any person submitting a Proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his Proposal. Failure to complete this form in every detail and submit it with your Proposal may result in immediate disqualification of your Proposal.
- D. **PROPOSALS RECEIVED AFTER DEADLINE:** Any Proposal submitted after the RFP deadline of May 2, 2006 at 3:00 p.m. will automatically be disqualified.

1.05 EXAMINATION OF RFP DOCUMENTS

- A. Each Respondent shall carefully examine the Request for Proposal (RFP) and other Contract documents, and inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the Contract. Ignorance on the part of the Respondent will in no way relieve him of the obligations and responsibilities assumed under the Contract.

- B. Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or should he be in doubt as to their meaning, he shall at once notify the COUNTY.

1.06 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any Respondent as to the meaning of the Contract documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of responses will be given consideration. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Respondents prior to the established Proposal opening date. Each Respondent shall acknowledge receipt of such addenda in the space provided in the response form attached to the Proposal document. In case any Respondent fails to acknowledge receipt of such addenda or addendum, his response will nevertheless be construed as though it had been received and acknowledged and the submission of his response will constitute acknowledgment of the receipt of same. All addenda are a part of the Proposal documents and each Respondent will be bound by such addenda, whether or not received by him. It is the responsibility of each Respondent to verify that he has received all addenda issued before responses are opened.

Written portions of all Proposals become the property of the Monroe County TDC upon receipt and will not be returned to Respondent. The Monroe County TDC shall have the right to use all ideas or adaptations of the ideas contained in any Proposal received in response to this RFP. Selection or rejection of the Proposal will not affect this right.

All Proposals received will be reviewed by the Monroe County TDC Selection Committee. The Selection Committee will recommend that no more than three (3) of the agencies submitting a Proposal be invited to make an oral/visual presentation. The presentation will be made to the Monroe County TDC during an open meeting on **Tuesday, June 13, 2006 in Marathon, Florida**. Finalists will be informed of the exact time and venue of presentation.

1.07 GOVERNING LAWS AND REGULATIONS

The Respondent is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

1.08 PREPARATION OF RESPONSES

Signature of the Respondent: The Respondent must sign the response forms in the space provided for the signature. If the Respondent is an individual, the words "doing business as _____", or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the FIRM name and the words "Member of the FIRM" should be written beneath such signature. If the Respondent is a corporation, the title of the officer signing the Proposal on behalf of the corporation must be stated along with the Corporation Seal Stamp and evidence of his authority to sign the Proposal must be submitted. The Respondent shall state in the response the name and address of each person interested therein.

1.08.1 SUBMISSION OF RESPONSES

- A. Two (2) signed originals and thirteen (13) copies of each response shall be submitted. No waivers shall be allowed for responses that have not been submitted to the COUNTY Purchasing Department by 3:00 p.m. on the deadline date.
- B. The response shall be submitted in a sealed envelope, which shall be marked so as to clearly indicate its contents and the name of the Respondent. If forwarded by mail, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Calling for Proposals, and preferably by special delivery, registered mail; if forwarded otherwise than by mail, it shall be delivered to the same address. Responses will be received until the date and hour stated in the Notice of Calling for Proposals.

- C. Each Respondent shall submit with their Proposal the required evidence of their qualifications and experience.
- D. Finalists will be notified in writing after the Selection Committee reviews and selects no more than three (3) applicants to make presentations to the TDC on June 13, 2006 in Marathon, Florida.

1.09 CONTENT OF SUBMISSION

The bid submitted in response to this RFP shall be printed on 8-1/2" x 11" white paper; shall be clear and concise and provide the information requested herein. The proposal shall be bound and tabbed. Statements submitted without the required information will not be considered. Proposals shall be organized as indicated below. The bidder should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration. Each Respondent must submit adequate documentation to certify the Respondent's compliance with the County's requirements. Respondent should focus specifically on the information requested.

We advise that prior to completing the Proposal, the Respondent should review the Specifications and Specific Conditions referred to in Section III of this RFP to ensure the capability to handle the Scope of Services required by the Monroe County TDC.

The Proposal should be set up as follows:

A. Cover Page

A cover page that states "**REQUEST FOR PROPOSALS FOR ADVERTISING AGENCY SERVICES**." The cover page should contain name, address, telephone number of Respondent that is authorized to do business in the State of Florida, and the name of the Respondent's contact individual or corporate officer authorized to execute Contracts.

B. Tabbed Sections

Tab 1. Narrative Self-Analysis

The Respondent should provide a brief description of the Respondent's agency, date of establishment, ownership, organizational structure, and mission statement.

The Respondent should provide a summary of any industry awards or recognition given to the agency, preferably for tourism promotion.

Respondent should provide a brief narrative self-analysis of its strengths and how each will impact the performance of the Contract based on the scope of services.

Also include the following information:

1. A list of the entity's shareholders with five (5) percent or more of the stock or, if a general partnership, a list of the general partners; or, if a limited liability company, a list of its members; if unincorporated and not a partnership, the name(s) of owners.
2. A list of the officers and directors of the entity;
3. The number of years the entity has been operating and, if different, the number of years it has been providing the services, goods, or advertising services called for in the RFP;
4. The number of years the entity has operated under its present name and any prior names;
5. Whether, within the last five (5) years, an officer, general partner, controlling shareholder or major creditor of the respondent was an officer, general partner, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for bids;

Tab 2. References

Each Respondent shall provide references for which the Respondent has provided the same or similar services during the past three (3) years. Each reference shall include, at a minimum:

- Name and full address of reference organization
- Name of contact person for Contract
- Telephone number(s)
- Date of initiation of Contract with reference
- Brief summary comparing the referenced services to these proposed services

Tab 3. Account Information

Respondent shall provide the following information:

- a) Brief description of the agency's international, national and statewide accounts.
- b) List the largest private sector current accounts. Briefly describe the types of services rendered for each account.
- c) List and briefly describe accounts relative to the travel and tourism industry.
- d) For any current governmental accounts, list and describe the services rendered.
- e) Provide a statement to show the agency's willingness, if awarded a Contract, and if there should be a conflict between Monroe County and an existing account, to consider terminating the existing account.

Tab 4. Financial Statements, Accounting and Bookkeeping Procedures

Respondent shall submit a financial statement and company account for all revenues and expenses related to the provision of services under this Contract pursuant to generally accepted accounting principles. Respondent shall provide the following:

- a) A set of financial statements (Cash Flow, Income and Expenditure, Balance Sheet), preferably with an audit opinion, for each of the two most recent fiscal years;
- b) A statement as to whether accounting for billing purposes is performed in-house or by a contracted accountant;
- c) A statement regarding the Respondent's ability to respond to government purchase orders; and
- d) A statement outlining the procedures normally used to issue invoices in the billing of services for the TDC.

Tab 5. Staff Information

- a) Respondent shall include a list of the proposed staff positions, and describe each of their qualifications and experience, that will be dedicated to the account if awarded this Contract. The listing shall include any staff who shall provide services that will be established to review, evaluate and make recommendations regarding the services such as media buyers, creative, production/traffic and account supervision personnel.
- b) List the total number of staff with qualifications and experience, and list the number and type of minorities, using the Federal definitions, included in the staff.

Tab 6. Service capability to Monroe County

- a) Describe agency administrative facilities.
- b) Provide agency website address for review.
- c) Provide information of location of the closest office available to Monroe County TDC administrative office. If outside the State of Florida, state if the agency would be willing to locate a sufficiently staffed office in Monroe County or otherwise propose an anticipated method of servicing the account.
- d) Provide statement acknowledging that the agency would agree not to represent any new tourism/destination clients without the approval of the Monroe County Tourist Development Council.
- e) Provide copies of documentation showing authorization to do business in the State of Florida.

Tab 7. Written Presentation

Give a short written outline presentation on how the agency would propose using electronic marketing to develop a campaign for a more upscale market and to focus on extended stays within the Florida Keys. Select target markets and identify method of E-marketing media placement. Display several examples of creative proposals for this campaign.

No contact regarding this presentation or RFP will be allowed between the bidder and individual members of the Selection Committee or TDC board.

Tab 8. Compensation

Compensation based on production costs, media placement, commissions or other agency functions will be discussed during finalist presentations, and final decision made during Contract negotiations.

Tab 9. Pending Litigation

Answer to the following questions regarding claims and suits:

- a. Has the respondent ever failed to complete work or provide the goods for which it has contracted? (If yes, provide details.)
- b. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the bidder, or its officers or general partners? (If yes, provide details.)
- c. Has the respondent, within the last five (5) years, been a party to any lawsuit or arbitration with regard to a contract for services, goods, or construction services similar to those requested in the RFP? (If yes, the Respondent shall provide a history of any past or pending claims and litigation in which the Respondent is involved as a result of the provision of the same or similar services which are requested or described herein.)
- d. Has the bidder ever initiated litigation against the county or been sued by the county in connection with a contract to provide services, goods, or construction services? (If yes, provide details.)

Tab 10. COUNTY Proposal forms

Respondent shall complete and execute the Proposal forms specified below and found at the designated pages in this RFP, and shall include them in the section tabbed 10:

	Pages
Response Form	25
Non-Collusion Affidavit	26
Ethics Clause	27
Drug Free Workplace	28

Copies of all professional and occupational licenses shall be included in this section.

Tab 11. Other Information

Provide any additional information that will present evaluators with insight about the qualifications, fitness and abilities of Respondent.

Tab 12. Request for Proposal Checklist

Please review and complete the Request for Proposal Checklist (page 29) included in this RFP. Those applicants not submitting all items requested will automatically be disqualified.

1.10 MODIFICATION OF RESPONSES

- A. Written modification will be accepted from Respondent only if addressed to the entity and address indicated in the notice of calling for Proposals and received prior to Proposal due date and time.
- B. A Respondent may modify his response by telegraphic communication at any time prior to the scheduled closing time for receipt of responses, provided such telegraphic communication is received prior to the closing time, and provided further, the COUNTY is satisfied that a written confirmation of the telegraphic modification over the signature of the Respondent was mailed prior to the closing time. The telegraphic communication should provide the addition or subtraction or other modification. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

1.11 RESPONSIBILITY FOR RESPONSE

The Respondent is solely responsible for all costs of preparing and submitting the response, regardless of whether a Contract award is made by the COUNTY.

1.12 RECEIPT AND OPENING OF RESPONSES

Responses will be received until the designated time and will be publicly opened and read aloud at the appointed time and place stated in the Notice of Calling for Proposals. Monroe County's representative authorized to open the responses will decide when the specified time has arrived and no responses received thereafter will be considered. No responsibility will be attached to anyone for the premature opening of a response not properly addressed and identified. Respondent or their authorized agents are invited to be present.

1.13 DETERMINATION OF SUCCESSFUL RESPONDENT

The COUNTY reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the COUNTY. Responses that contain modifications, are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the instruction to Respondents, and the Contract documents, may be rejected at the option of the COUNTY.

1.14 AWARD OF CONTRACT

- A. If the award of a Contract is annulled, the COUNTY may award the Contract to another Respondent or the work may be re-advertised or may be performed by other qualified personnel as the COUNTY decides.
- B. A Contract will be awarded to the Respondent deemed to provide the services that are in the best interest of the COUNTY.
- C. The COUNTY also reserves the right to reject the response of a Respondent who has previously failed to perform properly or to complete Contracts of a similar nature on time.
- D. The recommendations of the TDC, will be presented to the Board of County Commissioners of Monroe County, Florida, for final approval of Contract.

1.15 EXECUTION OF CONTRACT

The Respondent to whom a Contract is awarded will be required to return to the COUNTY five (5) executed counterparts of the prescribed Contract together with the required certificates of insurance.

1.16 INSURANCE

The Respondent shall defend, indemnify and hold harmless the COUNTY as outlined on the attached form identified as TCS1. Other insurance specific to contract services may be required and a draft outline of insurance requirements are written within the sample contract in section IV of this RFP.

SECTION TWO GENERAL TERMS AND CONDITIONS

2.01 DEFINITIONS

Wherever used in these General Conditions or in the other Contract documents the terms below have the meanings indicated which are applicable to both the singular and plural thereof. The use of the terms "he," "him," "himself," or "his" shall refer to male and female persons alike and should not be construed as derogatory or discriminatory to female persons.

RFP – Abbreviation for Request for Proposal

Addenda - Written or graphic instruments issued prior to the opening of proposals which clarify, correct, or change the Proposal documents or the Contract documents.

Proposal Documents - The advertisement or invitation calling for Proposals, instructions, and forms contained in this Request for Proposals (Response Form, Non-Collusion Affidavit, Lobbying and Conflict of Interest Clause, Drug Free Workplace) and the proposed Contract documents (including all addenda issued prior to receipt of responses).

Contract Documents - The proposal documents, agreement, addenda (which pertain to the Contract documents), the Respondent's proposal or response (including documentation accompanying the response and any post-response documentation submitted prior to the notice of award) when attached as an exhibit to the Contract, these General Conditions, together with all amendments, modifications, and supplements.

Compensation - Compensation will be discussed during finalist presentations and final decision made during Contract negotiations.

Contract Time - The Contract shall be in force and binding on the COUNTY and the FIRM for a period of three (3) years with an option extend for additional two (2) year period from the effective date of the Contract.

TDC – Abbreviation for the Monroe County Tourist Development Council

FIRM – Entity with whom the COUNTY enters into a Contract

Contractor - The person, FIRM, or corporation with whom the COUNTY has entered into the Contract.

Effective Date of the Contract - The date indicated in the Contract on which it becomes effective, but if no such date is indicated it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

Laws and Regulations; Laws or Regulations – Federal, State and local laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award - The written notice to the apparent successful Respondent stating that upon compliance by the apparent successful Respondent with the conditions precedent enumerated therein, within the time specified, the COUNTY will sign and deliver the Contract.

COUNTY - The Monroe County Board of Commissioners with whom the FIRM has entered into the Contract and for whom the work is to be provided.

Specifications - Those portions of the Contract documents consisting of written technical descriptions of materials and services required under the Contract.

Written Amendment - A written amendment of the Contract documents, signed by the COUNTY and the FIRM on or after the effective date of the Contract.

Failure to Execute Required Forms – Failure to execute the required forms shall result in entity being disqualified and the response will be rejected.

2.02 RESPONDENT'S RESPONSIBILITIES

2.02.1 Supervision and Personnel

The Respondent shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract documents.

2.02.2 Parts, Materials, and Equipment

Unless otherwise specified in the Contract, the Respondent shall furnish and assume full responsibility for all services, materials, equipment, labor, transportation, machinery, tools, and all other incidentals necessary for the completion of the work.

2.02.3 Taxes

The Respondent shall pay all sales, consumer, use and other similar taxes required to be paid by the Respondent in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work.

2.02.4 Compliance with Laws

The Respondent shall comply with all applicable laws and regulations of Federal, State and local governments.

SECTION THREE

SPECIFICATIONS, SPECIFIC CONDITIONS ADVERTISING AGENCY

The advertising agency services shall include, but not be limited to, the following:

1. Develop, recommend, and implement an annual advertising media placement plan for the most effective advertising and promotional program, with strategies directed toward the promotion of the awareness and image of the Florida Keys.
2. Create, design, and produce a program of advertisements to most effectively appeal and target national and international tourists to visit and revisit Monroe County (Florida Keys).
3. Analyze, develop, and purchase the most efficient and productive media including print, broadcast, outdoor and Internet marketing.
4. Provide and produce the necessary materials, shipping and distribution for the production of promotional collateral fulfillment and related sales materials.
5. Develop and coordinate co-op programs with mutually beneficial industry partners.
6. Develop and coordinate advertising efforts for the over-all Florida Keys generic campaign while emphasizing the features of five distinct regions or districts within the Keys.
7. Develop and coordinate advertising efforts for the five (5) District Advisory Committee areas of the Florida Keys.
8. Create and produce a program for the travel trade industry to be distributed to travel agents, tour operators, meeting planners and other travel planners
9. Create and produce advertising for the Umbrella Advisory Committee organizations that include the Diving, Fishing and Cultural industry programs.
10. Negotiate special talent fees in accordance with trade agreements to be more inclusive of total work and keeping costs to a minimum.
11. Provide support for public relations agency, web site provider and sales staff for national and international programs.

A draft agreement has been furnished in Section Four to help outline the possible services of a full-service agency of record to Monroe County. The Scope of Services may change before negotiating the final contract between the parties.

**SECTION FOUR
SAMPLE CONTRACT**

THIS AGREEMENT is entered into this _____ day of _____, 2006, by and between the Board of County Commissioners, Monroe County, Florida, hereinafter referred to as County and _____, hereinafter referred to as Firm;

WHEREAS, Firm is qualified to provide advertising services which promote tourism, and

WHEREAS, the Monroe County Tourist Development Council (TDC) has recommended to County that Firm be awarded an agreement for advertising services, and

WHEREAS, County wishes to enter into this agreement for advertising services with the Firm,

1. Term: The term of this agreement is for a period of three (3) years beginning October 1, 2006 and expiring on September 30, 2009. The County has an option to extend this agreement for an additional twenty- four (24) month period beyond the initial award period, upon 90 days prior written notice of agreement extension to Firm.

2. The Firm will serve as the full-service advertising agency for the Monroe County TDC and County. The Firm and the advertising programs are subject to review by the Monroe County TDC.

3. Scope of Services:

A. Key Personnel: This agreement is a professional service agreement with expectation that principal personnel performing the services are those personnel listed. Notice of any change in personnel shall be sent to the TDC and County. The principals assigned are the following:

1)

2)

MINIMUM STAFF PERSONNEL ASSIGNED:

1) Account Management Supervisor; approved by the chairman of the TDC and marketing director

2) Account Supervisor; Account Executive; and additional staff within the normal services will be assigned as required.

B. At least one of the principals shall meet with the Monroe County TDC at all regularly scheduled meetings of the TDC and at any other times as directed by the TDC.

C. Firm agrees to assign an advertising account supervisor who will devote such time and effort as necessary to the account on a priority basis, including full time when required. Duties of the account supervisor will include contact as required with the chairman or vice-chairman of the TDC, marketing director or other designee. Other duties include regular visits throughout Monroe County; consultations with TDC Advisory Committees from the five districts and/or chambers of commerce within the Keys as directed by the TDC; participation in, and coordination of, media planning, coordination of production and traffic activities with the Firm, coordination liaison with mail fulfillment services on behalf of the TDC, and liaison with private sector resorts, attractions and other tourism related fields in Monroe County, as it relates to the development of an effective advertising program for the Florida Keys.

D. Firm agrees that time is of the essence, and to provide on a timely basis copy and concepts; supervision of tangible materials for media and collateral production, including: radio and television, print, Internet, outdoor, direct mail, etc.; traffic and billing of media and collateral production materials.

E. Firm shall employ its knowledge of available media and media research, and normal use of outside media research services to which the Firm subscribes for the purpose of planning media advertising programs.

F. Firm shall counsel County in the use of special media, marketing, product and consumer research as may be advisable.

G. Firm shall formulate and recommend media plans based on written objectives established within the TDC marketing plan and reviewed on an annual basis.

H. Firm shall order space, time or other means of media to be used, endeavoring to secure the most advantageous rates available, checking and verifying such media use, auditing and paying invoices to media.

I. Firm shall negotiate special talent fees in accordance with trade agreements to be more inclusive of total work and keep costs to a minimum.

J. Firm shall establish agreements with sub-contractors for production, traffic and other marketing services.

K. Firm shall have written pre-approval on all advertising, media, projects and materials by the TDC marketing director or TDC chairman.

L. Firm shall have all media and production expense accounts placed on individual purchase orders. All invoices require the proper purchase order number. No invoice will be paid unless account funds are available. No invoices will be paid outside the advertising budget without TDC approval.

4. Compensation: Compensation shall be paid, subject to availability of Tourist Development Tax Funds and approved purchase orders as follows:

A. Media Placement:

1) Firm shall be compensated for media placement at the net cost to agency plus ____ percent. This will include all generic and district campaigns, cultural, fishing and diving umbrella campaigns, and all co-op advertising. Cooperative advertising would include, but not be limited to the following: corporate sponsorship of events supported by TDC funds, co-op advertising from hotels, motels, attractions and other tourist related businesses within Monroe County. When co-op partners are included in advertising media, the ____ is on the total net amount of media placement only.

2) Firm shall be reimbursed for projects designated as special projects in the annual marketing plan and approved by TDC at actual costs, not to exceed the amount budgeted by TDC, plus 13%, the total not to exceed the amount budgeted by TDC.

3) In the event of a catastrophe, such as a hurricane, which results in severed communications between the Firm and the TDC administrative office, and subject to the provisions in paragraph 18, the Firm shall confer with the County's public relations agency and perform the same types of services of this agreement as the Firm deems to be in the best interest of tourism in the Florida Keys. In consideration of the performance of such services, the County shall pay an amount not to exceed \$_____ the sum of which will include commissions and production costs.

B. REIMBURSABLE EXPENDITURES: The County shall reimburse the Firm for all approved expenditures and payments made on the County's behalf for media placement subject to state and County rules and regulations. Travel expenses of approved personnel on behalf of the business of the TDC shall be compensated at the rates established by Florida law and County policy.

C. Invoices

1) All invoices submitted by the Firm to the TDC shall be marked as to which account it is properly chargeable.

2) Normal production costs for specific pre-approved jobs will be submitted for payment at one time upon completion.

3) No percentage will be added to Firm charges for packaging, shipping, express mail, postage, telephone, telegraph, legal fees and services and travel expenses for Firm's personnel.

4) The Firm's invoices and statements shall be due and payable within 30 days after submission with properly documented backup.

D. Production Charges:

1) ____% Commissions on the net media budget covers the cost of: agency senior management services, account management services, media services, accounting services and staff creative development services for generic, DAC's, events and umbrella's advertising as follows:

(a) Existing newspaper campaign ads, including: revised layout, new copy/copy revisions, art direction, traffic & production supervision. Note: Computer artists and type, stats and color copies not included.

(b) All new Co-op newspaper ads including: concepts and comprehensive layouts, copy/copy revisions, art direction, traffic & production supervision. Note: Computer artists and type, stats and color copies not included.

(c) Existing magazine ads, including: revised layout, new copy/copy revisions, art direction, traffic & production supervision. Note: Computer artists and type, stats and color copies not included.

2) Creative Services Not Included: staff creative development services for media and collateral materials, i.e.; photo shoots/TV shoots, editing television commercials, videos/infomercials, point of sale materials, new magazine campaigns, new newspaper campaign, direct mail, new brochures and major revises to existing brochures will be estimated and prior approval obtained for each project at the following hourly rates:

Concepts and Comprehensive Layouts - \$_____
Senior Copywriter - \$_____
Copywriter - \$_____
Senior Art Direction & Supervision - \$_____
Broadcast Supervision - \$_____
Computer Artist & Type - \$_____
Traffic & Production Supervision - \$_____
B/W Stats - \$____ each, color outputs \$____ each

3) Out of pocket expenses for creative development are reimbursable at cost plus ____% and include, but are not limited to, the following:

Photographers and Assistants
Film Production Crew
Editing Facilities & Services
Audio Recording Facilities
Models/Actors/Voice-over talent
Four-Color film (for print pubs)
Retouching 4/color film
Stock photo search and usage fees
SAG and AFTRA Residuals
TV dupes, radio dupes, etc.
Printing
Media and collateral materials

The County and the TDC assume no liability to fund this agreement for an amount in excess of this award. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Firm upon presentation of invoices, and other documentation necessary to support a claim for reimbursement. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

5. Records – Access and Audits: The Firm shall maintain adequate and complete records to justify all charges, expenses and costs incurred in performing the work for at least three (3) years after completion of this agreement. The County shall have access to such books, records, and documents concerning the contracted services. The access to and inspection of such books, records, and documents by the TDC/County shall occur at

any reasonable time. Firm understands that it shall be responsible for repayment of any and all audit exceptions identified by TDC/County. Any current or subsequent agreement awards will be offset by the amount of any audit exceptions. In the event there are not funds still held by TDC/County for an agreement award, the amount of audit exception shall be billed to Firm who shall promptly pay same.

6. Advertising Agency of Record: Firm shall act as the agency of record of the County/TDC bed tax funds for the preparation and placing of all of the latter's advertising, except as mutually agreed otherwise, and for the performance of related or special services as requested by the TDC.

7. Indemnification and Hold Harmless: County shall indemnify and hold Firm harmless from any suits, claims, damages, costs, or expenses arising in connection with false, defamatory, or otherwise objectionable advertising material, including material that invades the privacy of individuals, which advertising material has been suggested, ordered or approved by the TDC. Firm agrees to indemnify and hold harmless Monroe County, TDC Board of Directors and agents against any claim of liability, losses and causes of action which may arise out of the fulfillment of the agreement. It agrees to pay all claims and losses and shall defend all suits filed due to the negligent acts, errors or omissions of its employees and/or agents, including related court costs.

8. Property Rights: The County shall own and have all rights subject to Screen Actors Guild and American Federation of TV and Radio Artists regulations and talent contracts, to any and all layouts, copy, art work, films and other advertising materials and records which the Firm prepared or purchased for the County's account pursuant to a program, campaign, or project which the Tourist Development Council has approved in writing, regardless of whether such material was published, displayed, broadcast, distributed or otherwise presented prior to the termination of the agreement, provided the County has paid for same in accordance with the provisions of this agreement. Rejected concepts and layouts will not be charged to County.

9. Approval and Changes: The TDC shall have the sole and exclusive right to approve, modify, reject, or cancel any and all plans, proposals, submissions and other work in progress, in which case the TDC's directions shall be immediately implemented. However, nothing in this agreement shall be construed as requiring the Firm to violate any contractual commitments to media made on the TDC's behalf. All contractual commitments to media require the TDC's prior written approval. The County shall only be liable for charges approved in writing prior to the Firm entering into such contractual commitment.

10. Termination: Termination of this agreement shall occur at the natural ending date or earlier should either party terminate with or without cause upon providing 120 days written notice prior to the termination date. In the event of early termination, Firm shall exercise due diligence in carrying out its obligations under this agreement until the date of termination. County will not be obligated to pay for any costs incurred after the effective termination date with the exception of pre-approved contracted services.

11. Exclusive Presentation: Firm agrees that it will not represent any private resort or attraction or other destination within Monroe County or other county or city destinations within the State of Florida without approval from the TDC and County. Provision of creative and mechanical services for participants in co-op advertising and other County programs is permissible. Firm shall act at all times herein as independent contractor, and nothing contained herein shall be construed to create the relation of principal agent or employer and employee, between County and Firm.

12. Disclosure of Financial Interest: Firm agrees to disclose within thirty (30) days of the execution of this agreement any existing financial interest in the business of its suppliers or providers utilized in fulfillment of this agreement, and shall disclose said interests as they may arise from time to time.

13. Laws and Regulations: It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all local, state and federal laws and regulations.

14. Taxes: The County and TDC are exempt from federal excise and state of Florida sales tax.

15. Finance Charges: The County and TDC will not be responsible for any finance charges.

16. Relations of County/TDC: It is the intent of the parties hereto that Firm shall be legally considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the County and TDC and the County and TDC shall at no time be legally

responsible for any negligence on the part of Tinsley Advertising & Marketing Inc., its employees or agents, resulting in either bodily or personal injury or property damage to any individual, Firm or corporation.

17. Disclosure: Firm shall be required to list any or all potential conflicts or interest, as defined by Florida Statute 112 and Monroe County Code and shall disclose to the County and TDC all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interest of the County and TDC.

18. Force Majeure: Firm shall not be liable for delay in performance or failure to perform, in whole or in part, the services due to the occurrence of any contingency beyond its control or the control of any of its subcontractors or suppliers, including labor dispute, strike, labor shortage, war or act of war, whether an actual declaration thereof if made or not insurrection, sabotage, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, accident, fire, explosion, storm, flood, drought or other act of God, act of any governmental authority, jurisdictional action, or insufficient supply of fuel, electricity, or materials or supplies, or technical failure where Firm has exercised reasonable care in the prevention thereof, and any such delay or failure shall not constitute a breach of this agreement. However, Firm shall, within one week of such event, make alternative arrangements to ensure that services continue uninterrupted.

19. Assignment: Firm shall not assign, transfer, convey, sublet or otherwise dispose of this agreement, or of any or all of its rights, title or interest therein, or its power to execute such agreement to any person, new owner, company or corporation without prior written consent of the County.

20. Compliance With Laws – Non Discrimination: Firm shall comply with all international, federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, age, or national origin in the performance of work under this agreement. This agreement shall be subject to all international, federal, state, and local laws and ordinances.

21. Insurance: Firm shall maintain the following required insurance throughout the entire term of this agreement and any extensions. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Firm to maintain the required insurance shall not extend any deadlines specified in this agreement and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for Firm's failure to maintain the required insurance.

Firm shall provide, to the County, as satisfactory evidence of the required insurance, either:

- * Certificate of Insurance
- or
- * A Certified copy of the actual insurance policy

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this agreement.

All Insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Firm's insurance shall not be construed as relieving the Firm from any liability or obligation assumed under this agreement or imposed by law.

The Monroe County Board of County Commissioners, its employees, TDC Board of Directors and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared from entitled "Request for Waiver of Insurance Requirements" and approved by Monroe County Risk Management.

A. Prior to the commencement of work governed by this agreement the Firm shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Firm shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000	Bodily Injury by Accident
\$500,000	Bodily Injury by Disease
\$100,000	Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the agreement.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-V1, as assigned by the A.M. Best Company.

B. Prior to the commencement of work governed by this agreement, the Firm shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the agreement and include, as a minimum:

- * Premises Operations
- * Products and Completed Operations
- * Blanket Contractual Liability
- * Personal Injury Liability
- * Expanded Definition of Property Damage

The minimum limits acceptable shall be:
\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000 per person
\$1,000,000 per Occurrence
\$ 100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this agreement. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

C. Recognizing that the work governed by this agreement requires the use of vehicles, the Firm, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the agreement and include, as a minimum, liability coverage for:

- * Owned, Non-Owned, and Hired Vehicles

The Minimum limits acceptable shall be:
\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person
\$300,000 per Occurrence
\$ 50,000 Property Damage

D. Advertising Professional Liability Insurance with minimum limits of \$1,000,000 per Occurrence and \$2,000,000 aggregate.

22. Governing Law/Venue: This agreement shall be governed and construed by and in accordance with the laws of the State of Florida and constitutes the entire agreement between the County and Firm. Venue for any dispute shall be in Monroe County.

23. Entire Agreement Amendment: This writing embodies the entire agreement and understanding between the parties hereto, and there are not other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Any amendment to this agreement shall be in writing recommended by the TDC and approved by the County and signed by both parties.

24. Severability: If any provisions of this agreement shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement, or the application of such provision other than those as to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

25. Authority: Each of the signatories for the Firm below certifies and warrants that:

- a) Firm's name in the agreement is the full name as designated in its corporate charter, and
- b) they are empowered to act in agreement for the contractor, and
- c) this agreement has been approved by the Firm's board of directors

26. Ethics Clause: Firm warrants that he/it has not employed retained or otherwise had act on his/its behalf any former County office or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

27. Public Entity Crime Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written

(SEAL)
Attest: Danny L. Kolhage, Clerk

Board of County Commissioners
of Monroe County

Deputy Clerk

Mayor/Chairman

(CORPORATE SEAL)
Attest:

FIRM

President

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

SECTION FIVE
INSURANCE REQUIREMENTS MONROE COUNTY , FLORIDA

**RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION MANUAL**

**Indemnification and Hold Harmless
for
Other Contractors and Subcontractors**

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the COUNTY from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Contract.

**SECTION SIX
RESPONSE/PROPOSAL FORMS**

RESPONSE FORM

RESPONSE TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
c/o PURCHASING DEPARTMENT
GATO BUILDING, ROOM 2-213
1100 SIMONTON STREET
KEY WEST, FLORIDA 33040

I acknowledge receipt of Addenda No.(s) _____

I have included:

the Proposal _____

Ethics Clause _____

the Non-Collusion Affidavit _____

Drug Free Workplace Form _____

In addition, I have included a current copy of the following professional and occupational licenses:

(Check mark items above, as a reminder that they are included.)

Mailing Address: _____ Telephone: _____

_____ Fax: _____

_____ Date: _____

Signed: _____

Witness: _____

(Seal)

(Name)

(Title)

NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____ according to law on my oath, and under penalty of perjury, depose and say that:

1. I am _____
of the FIRM of _____
the Respondent making the Proposal for the project described in the Notice for Calling for Proposals for:

_____ and that I executed the said Proposal with full authority to do so:

2. the prices in this Proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Respondent or with any competitor;
3. unless otherwise required by law, the prices which have been quoted in this Respondent have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to Proposal opening, directly or indirectly, to any other Respondent or to any competitor; and
4. no attempt has been made or will be made by the Respondent to induce any other person, partnership or corporation to submit, or not to submit, a Proposal for the purpose of restricting competition;
5. the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding Contracts for said project.

(Signature of Respondent)

(Date)

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this _____ day of _____ 20____.

NOTARY PUBLIC

My Commission Expires: _____

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former COUNTY officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any COUNTY officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the COUNTY may, in its discretion, terminate this Contract without liability and may also, in its discretion, deduct from the Contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former COUNTY officer or employee.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this _____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires: _____

OMB - MCP FORM #4

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this FIRM complies fully with the above requirements.

Respondent's Signature

Date

REQUEST FOR PROPOSAL CHECKLIST

Please ensure that all items have been checked before submitting request for Proposal. Submit this checklist as the last page of your proposal.

☐

Cover Page

Tabbed Sections:

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Tab 1. Narrative Self-Analysis

☐

Tab 2. References

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Tab 3. Account Information

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Tab 4. Financial Statements, Accounting and bookkeeping procedures

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Tab 5. Staff Information

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Tab 6. Service capability to Monroe County

☐

Tab 7. Written Presentation

☐

Tab 8. Compensation

☐

Tab 9. Pending Litigation

☐

Tab 10. COUNTY Proposal Forms

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Tab 11. Other Information